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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 TREVOR HURD,  
aka "C-Mac,"

16 Defendant.  
17

No. 2:23-cr-00488-DSF

PLEA AGREEMENT FOR DEFENDANT  
TREVOR HURD

18  
19 1. This constitutes the plea agreement between TREVOR HURD  
20 ("defendant") and the United States Attorney's Office for the Central  
21 District of California (the "USAO") in the above-captioned case.  
22 This agreement is limited to the USAO and cannot bind any other  
23 federal, state, local, or foreign prosecuting, enforcement,  
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:  
27 a. At the earliest opportunity requested by the USAO and  
28 provided by the Court, appear and plead guilty to the single-count

10/11

1 indictment in United States v. TREVOR HURD, No. 2:23-cr-00488-DSF,  
2 which charges defendant with being a felon in possession of  
3 ammunition in violation of 18 U.S.C. § 922(g)(1).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered  
8 for service of sentence, obey all conditions of any bond, and obey  
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be  
11 excluded for sentencing purposes under United States Sentencing  
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States  
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant has demonstrated a lack of  
18 ability to pay such assessments.

19 h. Agree to and not oppose the imposition of the  
20 following conditions of probation or supervised release:

21 i. The defendant shall submit defendant's person and  
22 any property under defendant's control, including any residence,  
23 vehicle, papers, computer and other electronic communication or data  
24 storage devices and media, and effects, to suspicion-less search and  
25 seizure at any time of the day or night by any law enforcement or  
26 probation officer, with or without a warrant, and with or without  
27 cause; and if stopped or questioned by a law enforcement officer for  
28

1 any reason, defendant shall notify that officer that defendant is on  
2 federal supervised release and subject to search.

3 3. Defendant further agrees:

4 a. To forfeit all right, title, and interest in and to  
5 any and all monies, properties, and/or assets of any kind, derived  
6 from or acquired as a result of, or involved in the illegal activity  
7 to which defendant is pleading guilty, specifically including, but  
8 not limited to, the following:

9 i. Ten rounds of Norma Precision AB, 9mm Luger  
10 caliber ammunition; and

11 ii. One Polymer80, Inc. semiautomatic handgun bearing  
12 no serial number (collectively, the "Forfeitable Assets").

13 b. To the Court's entry of an order of forfeiture at or  
14 before sentencing with respect to the Forfeitable Assets and to the  
15 forfeiture of the assets.

16 c. That the Preliminary Order of Forfeiture shall become  
17 final as to the defendant upon entry.

18 d. To take whatever steps are necessary to pass to the  
19 United States clear title to the Forfeitable Assets, including,  
20 without limitation, the execution of a consent decree of forfeiture  
21 and the completing of any other legal documents required for the  
22 transfer of title to the United States.

23 e. Not to contest any administrative forfeiture  
24 proceedings or civil judicial proceedings commenced against the  
25 Forfeitable Assets. If defendant submitted a claim and/or petition  
26 for remission for all or part of the Forfeitable Assets on behalf of  
27 himself or any other individual or entity, defendant shall and hereby  
28 does withdraw any such claims or petitions, and further agrees to

1 waive any right he may have to seek remission or mitigation of the  
2 forfeiture of the Forfeitable Assets. Defendant further waives any  
3 and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or  
4 requirements of the government to commence forfeiture actions  
5 pursuant to 18 U.S.C. § 924(d)(1).

6 f. Not to assist any other individual in any effort  
7 falsely to contest the forfeiture of the Forfeitable Assets.

8 g. Not to claim that reasonable cause to seize the  
9 Forfeitable Assets was lacking.

10 h. To prevent the transfer, sale, destruction, or loss of  
11 any and all assets described above to the extent defendant has the  
12 ability to do so.

13 i. That forfeiture of Forfeitable Assets shall not be  
14 counted toward satisfaction of any special assessment, fine,  
15 restitution, costs, or other penalty the Court may impose.

16 j. That with respect to any criminal forfeiture ordered  
17 as a result of this plea agreement, defendant waives: (1) the  
18 requirements of Federal Rules of Criminal Procedure 32.2 and 43(a)  
19 regarding notice of the forfeiture in the charging instrument,  
20 announcements of the forfeiture sentencing, and incorporation of the  
21 forfeiture in the judgment; (2) all constitutional and statutory  
22 challenges to the forfeiture (including by direct appeal, habeas  
23 corpus or any other means); and (3) all constitutional, legal, and  
24 equitable defenses to the forfeiture of the Forfeitable Assets in any  
25 proceeding on any grounds including, without limitation, that the  
26 forfeiture constitutes an excessive fine or punishment. Defendant  
27 acknowledges that forfeiture of the Forfeitable Assets is part of the  
28 sentence that may be imposed in this case and waives any failure by

1 the Court to advise defendant of this, pursuant to Federal Rule of  
2 Criminal Procedure 11(b)(1)(J), at the time the Court accepts  
3 defendant's guilty plea.

4 THE USAO'S OBLIGATIONS

5 4. The USAO agrees to:

6 a. Not contest facts agreed to in this agreement.

7 b. Abide by all agreements regarding sentencing contained  
8 in this agreement.

9 c. At the time of sentencing, provided that defendant  
10 demonstrates an acceptance of responsibility for the offense up to  
11 and including the time of sentencing, recommend a two-level reduction  
12 in the applicable Sentencing Guidelines offense level, pursuant to  
13 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
14 additional one-level reduction if available under that section.

15 NATURE OF THE OFFENSE

16 5. Defendant understands that for defendant to be guilty of  
17 the crime charged in the single-count indictment, that is, being a  
18 felon in possession of ammunition, in violation of 18 U.S.C.  
19 § 922(g)(1), the following must be true: (1) defendant knowingly  
20 possessed ammunition; (2) the ammunition had been shipped or  
21 transported from one state or another or between a foreign nation and  
22 the United States; (3) at the time defendant possessed the  
23 ammunition, defendant had been convicted of a crime punishable by  
24 imprisonment for a term exceeding one year; and (4) at the time  
25 defendant possessed the ammunition, defendant knew he had been  
26 convicted of a crime punishable by imprisonment for a term exceeding  
27 one year.

PENALTIES

6. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of 18 U.S.C. § 922(g)(1) is: 15 years' imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

7. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

8. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm, the right to hold office, and the right to serve on a jury. Defendant understands that he is pleading guilty to a felony and that it is a federal crime for a convicted felon to possess a firearm or ammunition. Defendant understands that the conviction in this case may also subject defendant to various other collateral consequences, including but not limited to revocation of probation, parole, or supervised release in another case and suspension or revocation of a professional license. Defendant understands that unanticipated

1 collateral consequences will not serve as grounds to withdraw  
2 defendant's guilty plea.

3       9. Defendant and his counsel have discussed the fact that, and  
4 defendant understands that, if defendant is not a United States  
5 citizen, the conviction in this case makes it practically inevitable  
6 and a virtual certainty that defendant will be removed or deported  
7 from the United States. Defendant may also be denied United States  
8 citizenship and admission to the United States in the future.  
9 Defendant understands that while there may be arguments that  
10 defendant can raise in immigration proceedings to avoid or delay  
11 removal, removal is presumptively mandatory and a virtual certainty  
12 in this case. Defendant further understands that removal and  
13 immigration consequences are the subject of a separate proceeding and  
14 that no one, including his attorney or the Court, can predict to an  
15 absolute certainty the effect of his conviction on his immigration  
16 status. Defendant nevertheless affirms that he wants to plead guilty  
17 regardless of any immigration consequences that his plea may entail,  
18 even if the consequence is automatic removal from the United States.

19                               FACTUAL BASIS

20       10. Defendant admits that defendant is, in fact, guilty of the  
21 offense to which defendant is agreeing to plead guilty. Defendant  
22 and the USAO agree to the statement of facts provided below and agree  
23 that this statement of facts is sufficient to support a plea of  
24 guilty to the charge described in this agreement and to establish the  
25 Sentencing Guidelines factors set forth in paragraph 12 below but is  
26 not meant to be a complete recitation of all facts relevant to the  
27 underlying criminal conduct or all facts known to either party that  
28 relate to that conduct.

1 On or about September 3, 2023, in Los Angeles County, within the  
2 Central District of California, defendant knowingly possessed  
3 ammunition, namely, ten rounds of Norma Precision AB 9mm Luger  
4 caliber ammunition contained inside a semiautomatic handgun bearing  
5 no serial number (i.e., a ghost gun).

6 The ammunition that defendant possessed that day was  
7 manufactured outside of California. Thus, before September 3, 2023,  
8 the ammunition had been shipped or transported from one state to  
9 another or from a foreign country into the United States, and thus  
10 had affected interstate or foreign commerce.

11 At the time that defendant knowingly possessed the ammunition on  
12 September 3, 2023, defendant had previously been convicted of, and  
13 knew he had been convicted of, the following felonies, each  
14 punishable by a term of imprisonment exceeding one year:

15 a. Felon in Possession of a Firearm, in violation of  
16 California Penal Code Section 29800(a)(1), in the Superior Court for  
17 the State of California, County of Los Angeles, Case Number VA157809,  
18 on or about July 27, 2022;

19 b. Felon in Possession of a Firearm, in violation of  
20 California Penal Code Section 29800(a)(1), in the Superior Court for  
21 the State of California, County of Los Angeles, Case Number BA494471,  
22 on or about October 12, 2021;

23 c. Attempted Second Degree Robbery, in violation of  
24 California Penal Code Sections 664 and 211, in the Superior Court for  
25 the State of California, County of Los Angeles, Case Number BA462274,  
26 on or about November 8, 2017;

27 d. Grand Theft, in violation of California Penal Code  
28 Section 487(a), in the Superior Court for the State of California,



1 County of Los Angeles, Case Number BA437717, on or about August 12,  
2 2015; and

3 e. Transportation and Sale of a Controlled Substance, in  
4 violation of California Health and Safety Code Section 11352(a), in  
5 the Superior Court for the State of California, County of Los  
6 Angeles, Case Number BA430435, on or about October 20, 2014.

7 SENTENCING FACTORS

8 11. Defendant understands that in determining defendant's  
9 sentence the Court is required to calculate the applicable Sentencing  
10 Guidelines range and to consider that range, possible departures  
11 under the Sentencing Guidelines, and the other sentencing factors set  
12 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
13 Sentencing Guidelines are advisory only, that defendant cannot have  
14 any expectation of receiving a sentence within the calculated  
15 Sentencing Guidelines range, and that after considering the  
16 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
17 be free to exercise its discretion to impose any sentence it finds  
18 appropriate up to the maximum set by statute for the crime of  
19 conviction.

20 12. Defendant and the USAO agree to the following applicable  
21 Sentencing Guidelines factors:

22 Base Offense Level: 20 U.S.S.G. § 2K2.1(a)(4)(A)  
23 Defendant and the USAO reserve the right to argue that additional  
24 specific offense characteristics, adjustments, and departures under  
25 the Sentencing Guidelines are appropriate. The base offense level  
26 set forth above is based on information currently known to the  
27 government regarding defendant's criminal history. Defendant  
28 understands that defendant's offense level could be increased if

1 defendant is a career offender under U.S.S.G. §§ 4B1.1 and 4B1.2, an  
2 armed career criminal under U.S.S.G. §§ 4B1.4 and 18 U.S.C. § 924(e),  
3 or if defendant has additional prior conviction(s) for either a crime  
4 of violence or a controlled substance offense under U.S.S.G. § 2K2.1.  
5 If defendant's offense level is so altered, defendant and the USAO  
6 will not be bound by the agreement to Sentencing Guideline factors  
7 set forth above.

8 13. Defendant understands that there is no agreement as to  
9 defendant's criminal history or criminal history category.

10 14. Defendant and the USAO reserve the right to argue for a  
11 sentence outside the sentencing range established by the Sentencing  
12 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
13 (a)(2), (a)(3), (a)(6), and (a)(7).

14 WAIVER OF CONSTITUTIONAL RIGHTS

15 15. Defendant understands that by pleading guilty, defendant  
16 gives up the following rights:

17 a. The right to persist in a plea of not guilty.

18 b. The right to a speedy and public trial by jury.

19 c. The right to be represented by counsel -- and if  
20 necessary have the Court appoint counsel -- at trial. Defendant  
21 understands, however, that, defendant retains the right to be  
22 represented by counsel -- and if necessary have the Court appoint  
23 counsel -- at every other stage of the proceeding.

24 d. The right to be presumed innocent and to have the  
25 burden of proof placed on the government to prove defendant guilty  
26 beyond a reasonable doubt.

27 e. The right to confront and cross-examine witnesses  
28 against defendant.

1           f.    The right to testify and to present evidence in  
2 opposition to the charges, including the right to compel the  
3 attendance of witnesses to testify.

4           g.    The right not to be compelled to testify, and, if  
5 defendant chose not to testify or present evidence, to have that  
6 choice not be used against defendant.

7           h.    Any and all rights to pursue any affirmative defenses,  
8 Fourth Amendment or Fifth Amendment claims, and other pretrial  
9 motions that have been filed or could be filed.

10                   WAIVER OF APPEAL OF CONVICTION

11           16.   Defendant understands that, with the exception of an appeal  
12 based on a claim that defendant's guilty plea was involuntary, by  
13 pleading guilty defendant is waiving and giving up any right to  
14 appeal defendant's conviction on the offense to which defendant is  
15 pleading guilty. Defendant understands that this waiver includes,  
16 but is not limited to, arguments that the statute to which defendant  
17 is pleading guilty is unconstitutional, and any and all claims that  
18 the statement of facts provided herein is insufficient to support  
19 defendant's plea of guilty.

20                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE AND COLLATERAL ATTACK

21           17.   Defendant agrees that, provided the Court imposes a total  
22 term of imprisonment on all counts of conviction within or below the  
23 range corresponding to an offense level of 17 and the criminal  
24 history category calculated by the Court, defendant gives up the  
25 right to appeal all of the following: (a) the procedures and  
26 calculations used to determine and impose any portion of the  
27 sentence; (b) the term of imprisonment imposed by the Court; (c) the  
28 fine imposed by the Court, provided it is within the statutory

1 maximum; (d) to the extent permitted by law, the constitutionality or  
2 legality of defendant's sentence, provided it is within the statutory  
3 maximum; (e) the term of probation or supervised release imposed by  
4 the Court, provided it is within the statutory maximum; and (f) any  
5 of the following conditions of probation or supervised release  
6 imposed by the Court: the conditions set forth in Second Amended  
7 General Order 20-04 of this Court; the drug testing conditions  
8 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug  
9 use conditions authorized by 18 U.S.C. § 3563(b)(7); and any  
10 conditions of probation or supervised release agreed to by defendant  
11 in paragraph 2 above.

12 18. Defendant also gives up any right to bring a post-  
13 conviction collateral attack on the conviction or sentence, except a  
14 post-conviction collateral attack based on a claim of ineffective  
15 assistance of counsel, a claim of newly discovered evidence, or an  
16 explicitly retroactive change in the applicable Sentencing  
17 Guidelines, sentencing statutes, or statutes of conviction.  
18 Defendant understands that this waiver includes, but is not limited  
19 to, arguments that the statute to which defendant is pleading guilty  
20 is unconstitutional, and any and all claims that the statement of  
21 facts provided herein is insufficient to support defendant's plea of  
22 guilty.

23 19. The USAO agrees that, provided (a) all portions of the  
24 sentence are at or below the statutory maximum specified above and  
25 (b) the Court imposes a term of imprisonment within or above the  
26 Sentencing Guidelines range corresponding to an offense level of 17  
27 and the criminal history calculated by the Court, the USAO gives up  
28 its right to appeal any portion of the sentence.

1                   RESULT OF WITHDRAWAL OF GUILTY PLEA

2           20. Defendant agrees that if, after entering a guilty plea  
3 pursuant to this agreement, defendant seeks to withdraw and succeeds  
4 in withdrawing defendant's guilty plea on any basis other than a  
5 claim and finding that entry into this plea agreement was  
6 involuntary, then the USAO will be relieved of all of its obligations  
7 under this agreement.

8                   RESULT OF VACATUR, REVERSAL OR SET-ASIDE

9           21. Defendant agrees that if the count of conviction is  
10 vacated, reversed, or set aside, both the USAO and defendant will be  
11 released from all their obligations under this agreement.

12                   EFFECTIVE DATE OF AGREEMENT

13           22. This agreement is effective upon signature and execution of  
14 all required certifications by defendant, defendant's counsel, and an  
15 Assistant United States Attorney.

16                   BREACH OF AGREEMENT

17           23. Defendant agrees that if defendant, at any time after the  
18 effective date of the agreement, knowingly violates or fails to  
19 perform any of defendant's obligations under this agreement ("a  
20 breach"), the USAO may declare this agreement breached. All of  
21 defendant's obligations are material, a single breach of this  
22 agreement is sufficient for the USAO to declare a breach, and  
23 defendant shall not be deemed to have cured a breach without the  
24 express agreement of the USAO in writing. If the USAO declares this  
25 agreement breached, and the Court finds such a breach to have  
26 occurred, then: (a) if defendant has previously entered a guilty plea  
27 pursuant to this agreement, defendant will not be able to withdraw  
28

1 the guilty plea, and (b) the USAO will be relieved of all its  
2 obligations under this agreement.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 24. Defendant understands that the Court and the United States  
6 Probation and Pretrial Services Office are not parties to this  
7 agreement and need not accept any of the USAO's sentencing  
8 recommendations or the parties' agreements to facts or sentencing  
9 factors.

10 25. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error, although each party agrees to  
18 maintain its view that the calculations in paragraph 12 are  
19 consistent with the facts of this case. While this paragraph permits  
20 both the USAO and defendant to submit full and complete factual  
21 information to the United States Probation and Pretrial Services  
22 Office and the Court, even if that factual information may be viewed  
23 as inconsistent with the facts agreed to in this agreement, this  
24 paragraph does not affect defendant's and the USAO's obligations not  
25 to contest the facts agreed to in this agreement.

26 26. Defendant understands that even if the Court ignores any  
27 sentencing recommendation, finds facts or reaches conclusions  
28 different from those agreed to, and/or imposes any sentence up to the

1 maximum established by statute, defendant cannot, for that reason,  
2 withdraw defendant's guilty plea, and defendant will remain bound to  
3 fulfill all defendant's obligations under this agreement. Defendant  
4 understands that no one -- not the prosecutor, defendant's attorney,  
5 or the Court -- can make a binding prediction or promise regarding  
6 the sentence defendant will receive, except that it will be within  
7 the statutory maximum.

8 NO ADDITIONAL AGREEMENTS

9 27. Defendant understands that, except as set forth herein,  
10 there are no promises, understandings, or agreements between the USAO  
11 and defendant or defendant's attorney, and that no additional  
12 promise, understanding, or agreement may be entered into unless in a  
13 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

28. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

E. MARTIN ESTRADA  
United States Attorney

*Alexander H. Tran*

ALEXANDER H. TRAN  
Assistant United States Attorney

1-5-24

Date

*Trevor Hurd*  
TREVOR HURD  
Defendant

1-3-24  
Date

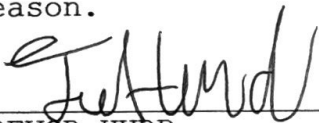
*Deion A. Benjamin*  
DEION A. BENJAMIN  
Attorney for Defendant TREVOR HURD

1-3-24  
Date



CERTIFICATION OF DEFENDANT

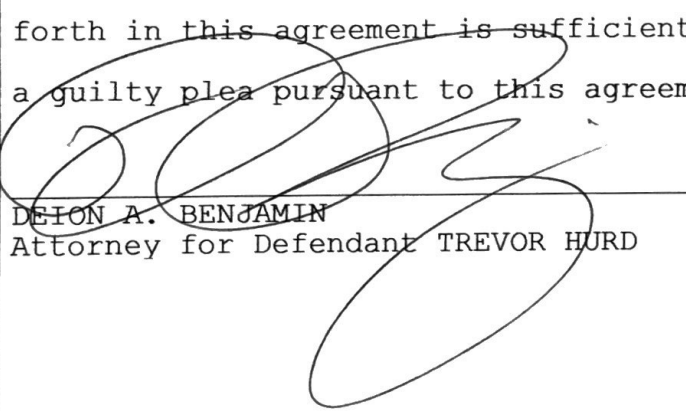
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
TREVOR HURD  
Defendant

1-3-24  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am TREVOR HURD's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
\_\_\_\_\_  
DEION A. BENJAMIN  
Attorney for Defendant TREVOR HURD

1-3-24  
\_\_\_\_\_  
Date